

**AGENDA**  
**BOARD OF CONTROL**

***Mayor's Conference Room***  
***Monday, August 20, 2018 2:30 PM***

<b>Action</b>	<b>Description</b>	<b>Reference No.</b>
1. Renew – Professional Svs Contract – Online Employee Training		BC-18-207
2. Renew – Professional Svs Contract – Affordable Care Act Compliance Svs		BC-18-208
3. Award – Detroit Sloane Intersection Sign Project		BC-18-209
4. Amend – Waste Water Treatment Plant Digester Design-Build		BC-18-210
5. Amend – Professional Svs Contract – High Rate Trmt Final Dsgn		BC-18-211
6. Amend – Purchase of LED Streetlights		BC-18-212
7. Award – Purchase/Installation of LED Replacement Lighting		BC-18-213

***Next Meeting is Monday,  
Sept. 4, 2018; 2:30 PM***

Mayor  
Finance Director  
Law Director  
Public Works Director



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-207

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Professional Services Contract – Re: Online Employee Training**

Dear Members of the Committee:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Human Resources, and the attached letter of recommendation, I am submitting for your consideration this request to renew a Professional Service Contract with LinkedIn in the amount of \$7,500 to provide 50 licenses for employees to obtain training and even certification courses on several different business topics ranging from computer software to business skills to social media marketing through Lynda.com. Contract effective Sept 1, 2018 through Aug 31, 2019.

Lynda.com to provide Online Employee Training through LinkedIn as a Professional Services to the city.

Contracting Authority:	Ordinance 43-17A \$125,000
Contracting Balance:	\$109,629 / \$102,129
Funding:	General Administration Fund
Account Distribution:	101-5099-412-30-08 \$15,000
Account Balance:	\$15,000 / \$7,500
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c <u>X</u>
Account Description	Professional Services
Commodity Code:	924-016
Bid Reference:	Professional Service

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



August 7, 2017

Board of Control:

Please accept this letter as a request to continue contracting with LinkedIn for employees to train with Lynda.com. Lynda.com offers a wide variety of training and even certification courses on several different business topics ranging from computer software to Business skills to Social Media Marketing.

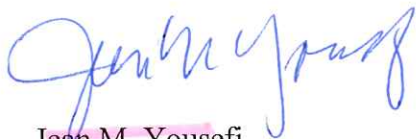
The pricing for the 50 licenses package will not change through the next year of service. Lynda.com has committed to the purchase for an additional year for \$7,500. (\$150/each)

In the past year 42 participants have viewed over 770 videos. The most commonly watched courses are on Word and Excel.

This service can be charged to account number 101-5099-412.30-08.

Thank for your consideration of this request.

Sincerely,



Jean M. Yousefi  
Director of Human Resources

Aug 16, 2018 10:39:11 AM EDT

File Edit Commands Help

SUPERION  
NaviLine

101-5099-412.30-08

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Professional Services / Professional Registration

Fiscal year: 2018

Budget: 15,000.00

Committed: .00

Balance: 15,000.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 January	.00	.00
02 February	.00	.00
03 March	.00	.00
04 April	.00	.00
05 May	.00	.00

Payment Information

Vendor	(* indicates pending)	Total
--------	-----------------------	-------

Encumbrances

PO #	Vendor	Balance
------	--------	---------

Pre Encumbrances

Type	Req/PO	Project	Balance
------	--------	---------	---------

Segment/Balance Details

Fund	101	General Fund	Original Budget	15,000.00
Department	50	Finance	Revised Budget	.00
Division	99	General Administration	Current expenditures	.00
Activity basic	41	General Government	YTD expenditures	.00
Sub activity	2	General Government	Unposted expenditures	.00
Element	39	Professional Services	Encumbrances	.00
Object	08	Professional Registration	Unposted encumbrances	.00





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-208

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Professional Services Contract – Re: Affordable Care Act Compliance Services**

Dear Members of the Committee:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Human Resources, and the attached letter of recommendation, I am submitting for your consideration this request to renew a Professional Service Contract with Basic NEO in an amount not to exceed \$10,000 to provide Compliance Services for the city in regard to the Affordable Care Act. Contract effective August 10, 2018 through August 9, 2019 for the 208 reporting year. Contract will automatically renew from Agreement period to the next year, unless terminated by the city or Basic NEO.

Basic NEO was chosen to perform these Professional Services based on their submitted proposal.

Contracting Authority:	Ordinance 43-17A \$300,000
Contracting Balance:	\$43,118 / \$33,118
Funding:	Hospitalization Fund
Account Distribution:	600-5099-419-30-02 \$85,000
Account Balance:	\$12,900 / \$2,900
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Account Description	Professional Services
Commodity Code:	918-006
Bid Reference:	Professional Service

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 DETROIT AVENUE • 44107 • 216/529-6613 • FAX 216/529-5669  
Website: [www.onelakewood.com](http://www.onelakewood.com)

**Jean M. Yousefi, SPHR**  
**Director of Human Resources**

Board of Control:

In 2015 the Affordable Care Act (ACA) began requiring employers to provide information to the IRS regarding the eligibility for and utilization of health care benefits by employees. As a self-insured employer it is the city's responsibility to ensure that the reporting is done in a timely and correct manner.

The requirements include an aggregated form for the entire employee population as well as the completion, production and mailing of a 1095-C form to each and every person who worked for the City in 2015. Like the W-2 forms this is due to employees by January 31 each year.

I would like to renew the contract with Basic who also does our work for COBRA and the FSA. There price will come in at about \$10,000.

I would like to request that we contract with Basic for this service.

Sincerely,

Jean M. Yousefi  
Director, Human Resources

Aug 16, 2018 10:51:55 AM EDT

File Edit Commands Help

Print screen ACTION

600-5099-419.30-02

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Professional Services / Management Consulting

Fiscal year: 2018 Dr

Budget: 85,000.00

Committed: 72,100.00

Balance: 12,900.00

Account Balance by Period

Q 02 February	5,853.00	20,873.59
Q 03 March	3,812.63	24,686.18
Q 04 April	15,115.18	39,801.36
Q 05 May	2,795.63	37,005.73
Q 06 June	585.00	37,590.73
Q 07 July	11,291.90	48,882.63
Q 08 August	.00	48,882.63

Encumbrances

PO #	Vendor	Balance
Q 088150	BASIC NEO	6,695.87
Q 088151	BASIC NEO	1,547.00
Q 088152	BASIC NEO	1,819.00
Q 088154	CENTER FOR FAMILIES &	6,655.50
Q 088159	WILLIS TOWERS WATSON	6,560.00

Segment/Balance Details

Fund	600	Hospitalization Fund	Original Budget	85,000.00
Department	50	Finance	Revised Budget	.00
Division	99	General Administration	Current expenditures	.00
Activity basic	41	General Government	YTD expenditures	48,882.63
Sub activity	9	General Government	Unposted expenditures	.00
Element	30	Professional Services	Encumbrances	23,217.37
Object	02	Management Consulting	Unposted encumbrances	.00

Project Data

Project Entry Optional

Payment information

Vendor	(* indicates pending)	Total
Q CENTER FOR FAMILIES & CHILDREN		5,344.50
Q WILLIS TOWERS WATSON		32,500.60
Q BASIC NEO		11,038.13

Pre Encumbrances

Type	Req/PO	Project	Balance
------	--------	---------	---------

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

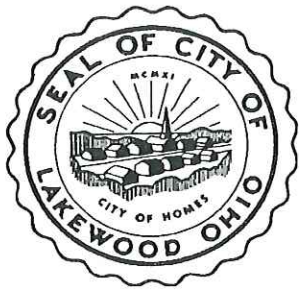
Account activi...

Pending trans...

Images

Budget alloca...





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-209

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Detroit Sloane Intersection Sign Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning & Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Stephan Manka and Bryan Evans respectively in the amount of \$19,200 to design and build a custom sign for the Detroit Sloane intersection. Cuyahoga County's Community Development Supplemental Grant (CDSG) will reimburse the city for the artists' labor and materials. Contract award is the base bid of \$16,000 plus contingencies.

Stephan Manka and Bryan Evans submitted the best response to an RFP issued for this project.

Contracting Authority:	Ordinance 44-17A \$4,400,000
Contracting Balance:	\$4,200,322 / \$4,181,122
Funding:	Economic Development Fund
Account Distribution:	101-7001-461-93-02 \$1,000,550
Account Balance:	\$598,966 / \$579,766
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Contractual Service
Commodity Code:	968-079
Bid Reference:	RFP

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____







DEPARTMENT OF PLANNING & DEVELOPMENT

12650 Detroit Avenue • 44107 • (216) 529-6630 • FAX (216) 529-5936  
[www.onelakewood.com/development](http://www.onelakewood.com/development)

August 15, 2018

Dear Board of Control:

I respectfully request Board of Control to award a contract to Stephen Manka and Bryan Evans in the amount of \$19,200 to design and build a custom sign for the Detroit Sloane intersection. This is part of the Detroit Sloane project, which received the County's Community Development Supplemental Grant (CDSG). The CDSG will reimburse the City for the artists' labor and materials. The funds will be paid for out of fund number 101-7001-461-93-02.

Planning Department Staff issued an RFP at the end of July and received three responses. Manka + Evans proposed a very thoughtful design and had the most complete proposal of the three applicants. The artists have extensive experience doing similar projects in the Cleveland area. The amount of \$19,200 includes a 20% contingency to the contract amount to allow for unforeseen changes during installation. The contract amount will be for \$16,000.

The proposal is attached for your review. This will also be presented to ABR at their September meeting.

Please let me know if I can answer any questions you may have about this request.

Sincerely,

*Katelyn Z. Milius*

Katelyn Milius

City Planner, Planning and Development

Aug 16, 2018 12:26:03 PM EDT

File Edit Commands Help

Print SCREEN RION

NavDine

101-7001-461.93-02

Account miscellane

Budget miscellane

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Miscellaneous / Economic Development

Fiscal year: 2018 Dr

Budget: 1,000,550.00

Committed: 1,007,705.84

Balance: 7,155.84-

Project Data

Project Entry Optional

Q 070004 Grow Lakewood P .00

Q 070005 Lakewood Seed P .00

Q 112904 PRI: 1635 Hopki .00

Q 112905 PRI: 2145 Halst .00

Q 122400 ED: 11900 Madis .00

Q 122401 ED: 1484 Elmwoo .00

Account Balance by Period

Q 06 June 2,444.50 161,124.05

Q 07 July 1,040.00 162,164.05

Q 08 August 12,719.00 149,445.05

Q 09 September .00 149,445.05

Q 10 October .00 149,445.05

Q 11 November .00 149,445.05

Q 12 December .00 149,445.05

Payment information

Vendor (\* indicates pending) Total

Q LAKENWOOD ALIVE 27,500.00

Q CHARTREUSE, INC. 2,895.00

Q CLEVELAND HOME TITLE AGENCY, L 675.00

Q UNIVERSITY TEES, INC. 25,702.00

Q EPSTEIN DESIGN PARTNERS 2,100.00

Q CLEVELAND VEGAN, LLC 20,000.00

Q BIKE CLEVELAND 1,150.00

Encumbrances

PO # Vendor Balance

Q 079659 LAKEWOOD, CITY OF .00

Q 082013 LAKEWOOD, CITY OF 195,425.39

Q 085931 LAKEWOOD, CITY OF 606,400.00

Q 087938 LAKEWOOD, CITY OF 131,000.00

Q 088255 EPSTEIN DESIGN PARTNE 2,500.00

Q 088306 JOHNSON-LAUX CONSTRUC 10,000.00

Q 088308 LAKEWOOD ALIVE .00

Pre Encumbrances

Type Req/PO Project Balance

Segment/Balance Details

Fund 101 General Fund

Department 70 Planning and Development

Division 01 Planning and Development

Activity basic 46 Community Environment

Sub activity 1 Community Environment

Element 93 Miscellaneous

Object 02 Economic Development

Original Budget .00

Revised Budget 1,000,550.00

Current expenditures 12,719.00

YTD expenditures 162,164.05

Unposted expenditures .00

Encumbrances 1,143,650.89

Unposted encumbrances 1,500.00

Pre-encumbrances 12,000.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-210

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Amend Contract – Waste Water Treatment Plant Digester Design-Build Project**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to amend the Design-Build contract with Kokosing Industrial in the amount of \$6,679,400 for the Waste Water Treatment Plant Digester and Energy Generation Project. Contract award to Kokosing Industrial now totals \$7,979,400.

Kokosing Industrial is performing the Waste Water Treatment Plant Digester Design-Build Project through the adoption of Lakewood City Council's adoption of Resolution 8937-17 on July 17, 2017 and Resolution 9010-18 adopted July 17, 2018.

Contracting Authority:	Resolution 9010-18 \$8,055,400
Contracting Balance:	\$8,055,400 / \$76,000
Funding:	Enterprise Fund
Account Distribution:	511-3072-432-82-30 Proj. 169018 \$2,000,000
Account Balance:	\$700,000 / (\$5,979,400)
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Thermophilic Digester
Commodity Code:	906-038

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____







DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING &  
CONSTRUCTION

JOE BENO, PE  
Director of Public Works

MARK PAPKE, PE, CPESC.  
City Engineer

## Memo

To: Kim Smith – Purchasing Agent  
From: Mark Papke – City Engineer *MKP*  
Date: August 15, 2018  
Re: Kokosing Industrial – Design-Build contract for WWTP Digesters (Lakewood Project 169018)

---

Lakewood City Council (Resolution 8937-17 on July 18, 2017) and Board of Control (July 24, 2017) approved the initial design-build contract in an amount of \$1,300,000 for the above referenced project. The scope of work for the first phase of work included cleaning a majority of the existing digesters, concrete repairs to the existing digester and preparing the 60% design drawings and specifications for the rehabilitation of the digesters and energy recovery. The 60% design documents have been completed and the Guaranteed Maximum Price/Fixed Price has been submitted by Kokosing-AECOM (design-build team). The Final Fixed costs include the cleaning of the remaining digester, concrete repairs, rehabilitating the digesters, roof replacement of one digester with a membrane, safety improvements, process equipment, pre-engineered metal building, energy recovery and other appurtenances to complete the project. CT Consultants and their professional estimator have reviewed the 60% package and submitted costs and have determined that the design and construction costs are fair and just.

Attached is the Design-Build contract Amended Addendum A that has been approved by City Council on July 17, 2018 (Resolution 9010-18). I recommend that Board of Control approve modifying the original contract price from \$1,300,000 to the Final Fixed price of \$7,979,400.

Please contact me with any questions.





RESOLUTION NO. 9010-18

BY: Anderson, Bullock, George, Litten,  
O'Leary, O'Malley, Rader

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the amendment to the design-build agreement for the wastewater treatment plant digesters between the City of Lakewood and Kokosing Industrial in order to set a fixed price for the project.

WHEREAS, the agreement between the City of Lakewood and Kokosing Industrial for the wastewater treatment plant digesters, authorized by Resolution Nos. 8937-17 and 8799-15, allows for the city to accept alternate pricing; and

WHEREAS, it is in the best interest financially of the city to accept a fixed price for the entirety of the project; and

WHEREAS, now that the design is 60 percent complete, Kokosing Industrial is able to provide the fixed price alternative for this project; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, in that the amendment to the agreement is necessary to complete the project; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Director of Public Works is hereby authorized to amend the design-build agreement between the City of Lakewood and Kokosing Industrial in order to set a fixed price as described in **Exhibit A**, Amended Addendum A-GMP/Fixed Price to the agreement.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of its members of Council this ordinance shall take effect and be in force immediately, or otherwise shall take effect and be in force after the earliest period allowed by law.

Amended Addendum A- GMP/Fixed Price

Date of Issuance of this Addendum by DB: June 22, 2018

The DB proposes the following alternatives:

- A. Alternate #1: A Fixed Price for the entirety of DB's Work in respect to the Construction Stage of the Project in the amount of:

\$ 7,979,400.00

- B. Alternate #2: A Guaranteed Maximum Price ("GMP") in respect to the Construction Stage:

A not-to exceed amount for the Construction Stage Cost of the Work

\$ 8,055,400.00

This figure shall be the Guaranteed Maximum Price (GMP), which we hereby guarantee to the City of Lakewood.

In respect to the GMP, same shall be calculated as per the following page of this Agreement.

PROPOSED BY THE DB

Kokosing Industrial, Inc.

(Name of Firm)

By: Chad R. Lampe

(Signature)

VICE PRESIDENT

(Printed Name) CHAD LAMPE

Date of DB Proposal: 6/22/18



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-165

July 24, 2017

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Professional Design-Build Services Re: WWTP Digester and Energy Generation Project**


Dear Members of the Board:

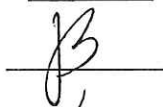


Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award Professional Design-Build Services contract to Kokosing Industrial in an amount not to exceed \$1,300,000 for the Waste Water Treatment Plant Digester and Energy Generation Project.

Kokosing Industrial to perform the Design-Build Services based on their response to an RFP issued for the services and Lakewood City Council's adoption of Resolution 8937-17 on July 17, 2017.

Contracting Authority:	Ordinance 49-16 \$11,000,000
Contracting Balance:	\$6,530,108 / \$5,230,108
Funding:	Enterprise Fund
Account Distribution:	511-3072-432-82-30 Proj. 169018 \$2,000,000
Account Balance:	\$2,000,000 / \$700,000
Contract Approved by Law:	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> / PO <input type="checkbox"/>
Object Code:	Thermophilic Digester
Commodity Code:	906-038
Bid Reference:	Resolution 8937-17

*Previous Award*

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	7/24/17
Kevin M. Butler, Director of Law		_____	7/24/17
Jennifer Pae, Director of Finance		_____	7/24/17
Michael P. Summers, Mayor	_____	_____	_____





Aug 17, 2018 10:49:30 AM EDT

File Edit Commands Help

Print active RION

Project 169018-Therm

Account types

Assets

Expenditures

Liabilities

Revenues

Encumbrances

Miscellaneous info

Pending transactio

Pre-encumbrances

Project detail balan

Project Information

Description: Thermophilic Digester

Status: Active

Estimate: 2,500,000.00

Type: EP Enterprise Fund

Sub type: SW Sever Const/Repair

Start/stop dates: 1/01/2016 -

1st month of FY: 00

Source of funds:

Project Year-to-Date

FY: 2018	Balance	468,396.00
Budget:		.00
Actual:		468,396.73
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Project Code

There are no user defined code fields for this project

Project Life-to-Date

FY(s): 0000 - 9999	Balance	1,453,575.27
Budget:		2,500,000.00
Actual:		1,046,424.73
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Account Number	Description	Budget	Actual
511-3072-432.39-10	Contractual Services / Other	500,000.00	68,623
511-3072-432.82-30	Construction / Other	2,000,000.00	977,801

Print

Cancel

Exit

Next project

Previous proj...

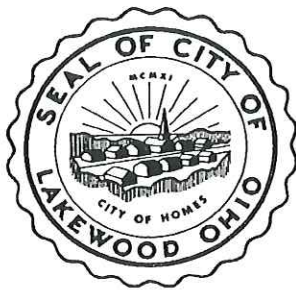
2017

2019

Project activit...

Change balan...





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-211

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Amend Contract – Professional Service Contract – Re: High Rate Treatment Final Design**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to amend a Professional Services Contract with CT Consultants in the amount of \$22,500 to perform design & engineering services, and prepare a bid package for work required to provide adequate water supply to the new High Rate Treatment Plant (HRT).

CT Consultants was identified as the best provider of these services based on their submitted RFP. Payment will come out of pre-approved expenditures for the HRT design services.

Contracting Authority:	Ordinance 49-17 \$11,500,000
Contracting Balance:	\$5,424,099 / \$5,424,099
Funding:	Waste Water Treatment Fund
Account Distribution:	511-3072-432-30-10 Project #179012 \$1,300,000
Account Balance:	\$66,425 / \$66,425
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	High Rate Treatment – Final Design
Commodity Code:	981-084
Bid Reference:	RFP

Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING &  
CONSTRUCTION

JOE BENO, PE  
Director of Public Works

MARK PAPKE, PE, CPESC  
City Engineer

## Memo

To: Kim Smith – Purchasing Manager  
From: Mark Papke, PE, CPESC – City Engineer  
Date: August 16, 2018  
Re: Lakewood Project No. 179012  
Watermain for HRT

MKP

The new HRT facility will require a new 6" watermain connection to provide adequate water supply to the facility. The existing animal shelter has a 1" service line and the waterline through the WWTP is less than 4". It is planned to prepare a bid package to provide a new 6" watermain from the Mug facility entrance at Cleveland MetroParks Drive to the new HRT near the West End CSO aerial sewer path. Attached is a proposal from CT Consultants to design, engineer and prepare a bid package for the new required 6" watermain.

We requested a proposal from CT Consultants to perform design, engineering, and preparing a bid package for the work as they have the best knowledge of the new facility and being the design engineer of record for the West End CSO Elimination project. Attached is the proposal from CT Consultants to perform the work. Their services would be billed by the actual hours spent at the approved 2018 MEC hourly rates. I recommend that the Board of Control approve these services in an amount not to exceed \$22,500 which provides a contingency for unknown conditions. This work would be absorbed in the final HRT design budget as there are enough funds remaining.

Please contact me with any questions.





August 10, 2018

Mr. Joseph J. Beno, P.E.  
Director of Public Works  
City of Lakewood  
12650 Detroit Avenue  
Lakewood, Ohio 44107

**Re: Lakewood WWTP  
Proposal for Water Main Extension**

Dear Mr. Beno:

In response to your request, CT Consultants, Inc. (CT) is pleased to submit this letter proposal to provide engineering for the extension of the WWTP water main from vicinity of the existing operations building to the site of the HRT in accordance with the following terms and conditions.

#### **UNDERSTANDING OF PROJECT SCOPE**

Currently there is no adequate water service to the site of the proposed HRT. The City is expected to upgrade the water service to the existing WWTP in the near future. The project consists of connecting a new 6-inch water main to the new service at the WWTP and constructing the new water main to north of the headworks building where it will connect to the HRT water distribution system (constructed under a separate contract). The route of the new water main is expected to parallel the existing West End aerial sewer.

#### **SCOPE OF SERVICES**

Based on our understanding of the project scope, we propose to provide the following services:

##### **1. Survey**

- a. It is expected that existing drawings for the WWTP, West End aerial sewer, sanitary force main replacement, and HRT will be used for developing the necessary backgrounds for the water main alignment.
- b. Perform site reconnaissance and locate any deviances from existing records.
- c. Prepare an existing conditions drawing and base mapping.
- d. Geotechnical information from previous improvements at the WWTP and West End aerial sewer will be relied upon for existing subsurface site conditions.



Mr. Joseph J. Beno, P.E.  
Director of Public Works  
City of Lakewood  
August 10, 2018  
Page Two



**2. 50% Submittal**

- a. This submittal is to include location of existing utilities, plan and profile of the water main, terminal points and connection details, hydrant locations, draft technical specifications, and preliminary engineer's opinion of probable construction cost (EOPCC).
- b. A project meeting to review this submittal will be held prior to commencing the next phase.

**3. PS&E Submittal**

- a. This phase is to include providing full set of Bidding Documents including General Notes, SWPPP, pavement repair, water main details, final plan and profiles for the water main, technical specifications, prices-to-include, proposal form, and final EOPCC.
- b. A project meeting will be held to review final PS&E documents; CT to make adjustments determined from this meeting.
- c. If required, all "Prices-to-Include" and bid schedules will be set up to track OPWC funded items separately.
- d. Provide documents for Client use for electronic bidding in digital formats as required by the City.

**4. Bidding Assistance**

- a. CT will provide assistance during bidding including attending a prebid meeting.

**INFORMATION/SERVICES PROVIDED BY THE CLIENT**

The Client will provide information or services for each site, which will include:

- The Client shall examine documents prepared by CT Consultants and render timely written responses.
- The Client shall give prompt notice to CT Consultants whenever the Client becomes aware of any development that affects the scope or timing of CT Consultants' services.

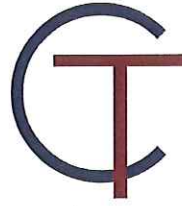
**FEE AND BILLING**

Fees will be billed on a monthly basis based on actual hours expended and hourly rates. Invoices are considered payable within 30 days of date of invoice. Our hourly not to exceed fee for this project is \$19,150 broken into the following tasks.

Survey:	\$ 2,400
50% and PSE design:	\$15,650
Bidding assistance:	\$ 1,100



Mr. Joseph J. Beno, P.E.  
Director of Public Works  
City of Lakewood  
August 10, 2018  
Page Three



CT may alter the distribution of compensation between individual services noted herein to be consistent with services actually rendered, but shall not exceed the total authorized amount unless approved in writing by the City.

#### **CLOSURE**

Please contact me if you have any questions regarding this proposal. We at CT look forward to the opportunity to provide you professional services on this project. Thank you for your consideration.

Respectfully,

**CT CONSULTANTS, INC.**

A handwritten signature in blue ink, appearing to read 'Robert H. Greytak', is written over the company name.

Robert H. Greytak, P.E.  
*Principal*

M:\PROPOSAL\2018\Lakewood\1808 (Proposal For Water Main Ext) RHG.Docx



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-037

January 25, 2017

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Award Contract – Professional Service Contract – Re: High Rate Treatment Final Design**

Dear Members of the Board:

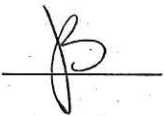
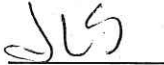

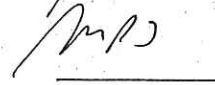
Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a Professional Services Contract to CT Consultants in an amount not to exceed \$1,233,575 for the Final Design Services of the High Rate Treatment Plant (HRT); plans will be submitted to the Ohio EPA for a Permit to Install (PTI) in March, 2018.

CT Consultants was identified as the best provider of these services based on their submitted RFP.

Contracting Authority:	Ordinance 49-16 \$11,000,000
Contracting Balance:	\$8,530,444 / \$7,296,869
Funding:	Waste Water Treatment Fund
Account Distribution:	511-3072-432-30-10 Project #179012 \$1,300,000
Account Balance:	\$1,300,000 / \$66,425
Contract Approved by Law:	Yes _____ / No _____ / PO _____
Object Code:	High Rate Treatment – Final Design
Commodity Code:	981-084
Bid Reference:	RFP

  
Kim Smith  
Purchasing Manager

*Previous Award*

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director		_____	1/25/17
Kevin M. Butler, Director of Law		_____	1/25/17
Jennifer Pae, Director of Finance		_____	1/25/17
Michael P. Summers, Mayor		_____	1-25-17



Aug 17, 2018 1:12:15 PM EDT

File Edit Commands Help

Print screen RION

Project 179012-HighR

Account types

Assets

Expenditures

Liabilities

Revenues

Encumbrances

Miscellaneous info

Pending transactio

Pre-encumbrances

Project detail balan

Project Information

Description: HighRateTreatmentFinalDes

Status: Active

Estimate: 1,300,000.00

Type: EP Enterprise Fund

Sub type: SW Sever Const/Repair

Start/stop dates: 12/01/2016 -

1st month of FY: 00

Source of funds:

Project Year-to-Date

FY: 2018	Balance	624,732.50
Budget:		.00
Actual:		624,732.50
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Project Code

There are no user defined code fields for this project

Project Life-to-Date

FY(s): 0000 - 9999	Balance	321,474.70
Budget:		1,300,000.00
Actual:		978,525.30
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Account Number	Description	Budget	Actual
511-3072-432.30-10	Professional Services / Other	1,300,000.00	978,525

Print

Cancel

Exit

Next project

Previous proj...

2017

2019

Project activit...

Change balan...





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-212

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Amend Contract – Purchase of LED Streetlights**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to amend a contract with Graybar Electric Company, Inc. in the amount of \$5,600 for the purchase of (16) new LED streetlights to replace high pressure sodium fixtures on signal poles along Madison & Detroit. Contract award to Graybar Electric Co., Inc. now totals \$16,100 for a total of (46) purchased streetlights. LED Streetlights to be paid for through Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant.

LED Streetlights will be purchased through U.S. Communities as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 53-17 \$250,000
Contracting Balance:	\$166,500 / \$160,900
Funding:	SCMR Fund
Account Distribution:	211-3030-435- 42-18 \$125,000
Account Balance:	\$62,328 / \$56,728
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Operating Supplies – Traffic Signs/Signals
Commodity Code:	285-056
Bid Reference:	U.S. Communities

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



---

---

## MEMORANDUM

---

---

**DATE:** August 7, 2018  
**TO:** Kim Smith  
**FROM:** Joe Beno  
**RE:** Graybar – LED streetlights

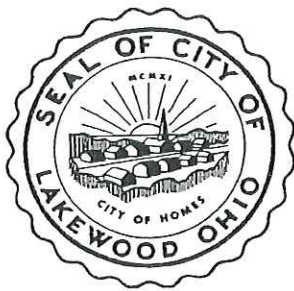
---

I recommend revising this order. The total count of lights needed is 46 but the dollar amount previously approved is only for 30. Each fixture is \$350 so the total cost of 46 fixtures is \$16,100.

I apologize for the confusion.

August 6<sup>th</sup> meeting:

*I am recommending the purchase of 50 new LED streetlights to replace high pressure sodium fixtures on our signal poles along Madison and Detroit. These fixtures are being purchased from Graybar electric Supply through the US Communities contract. These will be paid for with our NOPEC grant.*



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-202

August 2, 2018

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Award Contract – Purchase of LED Streetlights**

Dear Members of the Board:

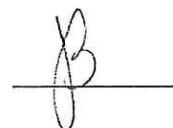
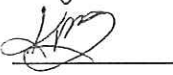

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Graybar Electric Company, Inc. in the amount of \$10,500 for the purchase of (50) new LED streetlights to replace high pressure sodium fixtures on signal poles along Madison & Detroit. LED Streetlights to be paid for through Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant.

LED Streetlights will be purchased through U.S. Communities as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 53-17 \$250,000
Contracting Balance:	\$177,000 / \$166,500
Funding:	SCMR Fund
Account Distribution:	211-3030-435- 42-18 \$125,000
Account Balance:	\$72,828 / \$62,328
Contract Approved by Law:	Yes _____ / No _____ / PO <input checked="" type="checkbox"/> / c/c _____
Object Code:	Operating Supplies – Traffic Signs/Signals
Commodity Code:	285-056
Bid Reference:	U.S. Communities

  
Kim Smith  
Purchasing Manager

*Previous Award*

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	8/6/18
Kevin M. Butler, Director of Law		_____	8/6/18
<del>Kim Schuster</del> <del>Jennifer Pae</del> , Director of Finance		_____	8-6-18
Michael P. Summers, Mayor	_____	_____	_____





Aug 17, 2018 1:36:22 PM EDT  
File Edit Commands Help  
Print screen RION  
Navigation

211-3030-435.42-18  
Account miscellaneous  
Budget miscellaneous  
Encumbrances  
Pre-encumbrances  
Transactions  
Detail by date  
Detail by code  
Detail by year & p  
Pending by date  
Pending by code  
Pending by year  
Procurement car

Print  
Cancel  
Exit  
Previous acc...  
Next account  
2017  
2019  
Account activi...  
Pending trans...  
Images  
Budget alloca...

**Account information**  
Q Operating Supplies / Traffic Signs and Signals  
Fiscal year: 2018 Dr  
Budget: 125,000.00  
Committed: 91,034.46  
Q Balance: 33,965.54

**Account Balance by Period**  
Q 03 March 4,062.01 12,757.99  
Q 04 April 1,768.88 14,526.87  
Q 05 May 4,565.93 19,092.80  
Q 06 June 5,719.41 24,812.21  
Q 07 July 928.39 25,740.60  
Q 08 August 6,635.47 32,376.07  
Q 09 September .00 32,376.07

**Encumbrances**  
PO # Vendor Balance  
Q 088004 A & A SAFETY, INC. 7,000.00  
Q 088008 ENNIS PAINT, INC. 7,000.00  
Q 088010 GRAYBAR ELECTRIC CO., 259.70  
Q 088011 GRIMCO 3,361.18  
Q 088014 HOME DEPOT/GEFC 486.14  
Q 088019 PATH MASTER, INC. 970.00  
Q 088021 SHERWIN-WILLIAMS CO. 4,977.32

**Segment/Balance Details**  
Fund 211 SCMR Fund  
Department 30 Public Works  
Division 30 Street Maint. & Repair  
Activity basic 43 Streets and Highways  
Sub activity 5 Streets and Highways  
Element 42 Operating Supplies  
Object 18 Traffic Signs and Signals

**Project Data**  
Project Entry Optional  
Q 105000 2010 TrafficSig .00  
Q 115001 2011 Traffic Si .00  
Q 125001 2012 Traffic Si .00  
Q 155001 Traffic Sign Re .00  
Q 165001 Traffic Sign Re .00

**Payment information**  
Vendor (\* indicates pending) Total  
Q TRU HAR PRODUCTS INC. 529.30  
Q PATH MASTER, INC. 2,030.00  
Q SHERWIN-WILLIAMS CO. 22.68  
Q TRAFFIC CONTROL PRODUCTS 2,840.00  
Q GRAYBAR ELECTRIC CO., INC. 240.30  
Q HOME DEPOT/GEFC 1,513.86  
Q GRIMCO 3,638.62

**Pre Encumbrances**  
Type Req/PO Project Balance

Original Budget 125,000.00  
Revised Budget .00  
Current expenditures 6,635.47  
YTD expenditures 25,740.60  
Unposted expenditures .00  
Encumbrances 58,658.39  
Unposted encumbrances .00  
Pre encumbrances .00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-213

August 20, 2018

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Purchase of LED Replacement Lighting**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety, Mayor's Office, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract with **First Energy/Illuminating Company** in the amount of **\$114,079** for the purchase and installation of (379) new LED replacement light fixtures for Madison, Detroit and Warren Rd (Detroit to I-90). LED Replacement Lighting to be paid for through Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant.

LED Replacement Lighting purchase and installation through First Energy/Illuminating Company approved by City Council adopted Resolution 8986-18 adopted March 15, 2018.

Contracting Authority:	Ordinance 53-17 \$250,000
Contracting Balance:	\$160,900 / \$46,821
Funding:	SCMR Fund
Account Distribution:	211-3030-435- 42-18 \$125,000
Account Balance:	\$56,728 / (\$57,351)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Operating Supplies – Traffic Signs/Signals
Commodity Code:	285-056
Bid Reference:	Resolution 8986-18

  
Kim Smith  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





## MEMORANDUM

**DATE:** August 15, 2018  
**TO:** Kim Smith, Purchasing  
**FROM:** Michael P. Summers, Mayor  
**RE:** Purchase of LED Replacement Lighting

---

I am requesting Board of Control approval of the purchase of LED Replacement Lighting for Detroit, Madison and a portion of Warren Road. This replacement lighting purchase is being purchased with funds from a NOPEC NEC grant which funds in the amount of \$216,474.00 were approved to be accepted by city council and the Mayor through Resolution No. 8986-18. The LED replacement lighting and installation will be purchased from First Energy/Illuminating Company at the cost of \$301/light. NOPEC's grant process requires that grant money be transferred from NOPEC to the municipality, not a vendor. The city will be paying First Energy/Illuminating Company, NOPEC NEC grant money it receives from NOPEC.

The LED Replacement lighting is the first project being submitted for NOPEC NEC Grant money.

Cost of LED Light Fixtures and Installation	\$301/fixture
Number of Fixtures being replaced on Madison, Detroit & Warren Road (Detroit to I-90)	<u>x 379 fixtures</u>
Total Cost of LED Light Replacement/Install	\$114,079.00

A copy of the Customer Work Approval and Payment Designation from the Illuminating Company is attached hereto.



CUSTOMER INFORMATION:			
CUSTOMER NAME <b>CITY OF LAKEWOOD,</b>		ACCOUNT NO <b>110023021659</b>	
SERVICE ADDRESS <b>12650 DETROIT AVE</b>		SUITE NO	CUSTOMER PHONE <b>216-529-7681</b>
CITY <b>LAKEWOOD</b>	STATE <b>OH</b>	ZIP CODE <b>44107</b>	
MAILING ADDRESS <b>12650 DETROIT AVE</b>		SUITE NO	CUSTOMER PHONE
CITY <b>LAKEWOOD</b>	STATE <b>OH</b>	ZIP CODE <b>44107</b>	
<p>I request to have The Illuminating Company perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by The Illuminating Company. I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from The Illuminating Company will not be impacted in any way regardless of the provider I select to do this work. This is not an invoice.</p>			
CUSTOMER NAME (Or DBA/INC) PRINT: <i>City of Lakewood</i>		CUSTOMER NAME (Or DBA/INC) SIGN:	
IF COMMERCIAL OR INDUSTRIAL CUSTOMER - SIGNEE'S TITLE IN THE COMPANY:			DATE

If there are any questions concerning this work please call The Illuminating Company at 1-800-589-3101.

The Illuminating Company				
CREWS WORK REQUEST NO	CODE	BILLABLE ID	WORK DESCRIPTION	PRICE
<b>59423251</b>		<b>A</b>	LED UPGRADE - REMAINING COST OF EXISTING LIGHTS - \$301 PER LIGHT REPLACED	<b>\$ 114,079.00</b>
Total Federal Income Tax:				
Total State Tax:				
Total Sales Tax:				
Total to be Billed:				<b>\$ 114,079.00</b>

REMARKS  
THIS IS NOT AN INVOICE, PLEASE SIGN AND RETURN TO 6896 MILLER ROAD , BRECKSVILLE OHIO 44141

The Illuminating Company REPRESENTATIVE (Print) : <div style="text-align: center;">Simone Ricci</div>	The Illuminating Company REPRESENTATIVE (Sign) : <div style="text-align: center;"><i>Simone Ricci</i></div>
--	--

Do not send payment. Invoice will be mailed to the address indicated.

**Approved As To Legal Form:**  
*Simone Ricci*  
**Director of Law, City of Lakewood**

TERMS AND CONDITIONS

The Illuminating Company ("IC") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of IC.

INITIAL

DATE

**BILLING AND PAYMENT**

In the event that IC performs the agreed to work prior to payment, IC will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to IC upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 1/2%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse IC in full for all costs of collection, including attorney fees, incurred or paid by IC in connection with collecting, or attempting to collect, any amounts due under this Agreement.

**WARRANTY**

For a period of one hundred eighty (180) days from the in service date of the equipment and materials, IC agrees to remedy by repair or replacement at its sole option, the failure of equipment and materials which is caused by defects in workmanship of IC. EXCEPT AS STATED ABOVE, IC EXPRESSLY EXCLUDES, AND OWNER HEREBY WAIVES, ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

**INDEMNIFICATION**

Owner agrees for itself, its successors and assigns, <sup>what</sup> to defend, indemnify and save IC, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by IC under this Agreement, unless initiated or proximately caused by the sole negligence of IC. Notwithstanding the foregoing, IC shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

**LIMITATION OF LIABILITY**

Neither IC, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of IC's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

**FORCE MAJEURE**

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

**ASSIGNMENT**

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of IC.

**ARBITRATION**

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

**SUBCONTRACTING**

**NON-WAIVER**

IC and Owner will comply with all applicable Federal, State, and Local statutes, ordinances, rules, and regulations. Other providers are available to perform this work. The services you receive from The Illuminating Company will not be impacted in any way regardless of the provider you select to do this work.

**NON-WAIVER**

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

**APPLICABLE LAW**

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.

Approved As To Legal Form:

*[Signature]*  
Director of Law, City of Lakewood





## NOPEC ENERGIZED COMMUNITY GRANT

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this



7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:



In case of NOPEC, to:

Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.



(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

**NOPEC, INC.:**

\_\_\_\_\_, Ohio

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC Energized Community Grant Agreement.]

Read and referred to Finance  
Committee 6/4/18; second reading  
6/18/18. Please substitute for  
the original.

BY: Anderson, Bullock, George, Litten  
O'Leary, O'Malley, Rader

ORDINANCE NO: 43-17A

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, amending Ordinance 43-17, adopted December 18, 2017, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the city of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operations of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2018; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1 of Ordinance 43-17, adopted December 18, 2018, currently reading as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500

3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	40,000
5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor / Manager / Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	50,000
12) Lakewood Jail Medical Services.....	15,000
13) Band Concerts.....	80,000
14) Municipal Engineering Consultant.....	100,000
15) Debt Insurance Costs.....	750,000
16) Integrated Wet Weather Plan Professional Services.....	300,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	300,000
Sub-Total.....	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB).....	115,000
2) Government Agreements (Bd of Ed/Pool).....	800,000
3) Financial Institution Services Charges.....	60,000
4) Electronic Payment Services.....	250,000
5) Property & Liability Insurance Contracts.....	500,000
6) Workers Comp Stop Loss Insurance.....	90,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	8,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service.....	200,000
11) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	25,000
13) Disposal of Screenings and Off (WWTP).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll off Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections - Condominiums.....	105,000
19) Biosolids Disposal.....	105,000
20) Roll-Off Box for Construction Debris.....	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service.....	25,000
23) Citywide Computer Hrdwr Op. Sys., & Software Maint Contracts.....	550,000
24) Communications Services.....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	35,000
27) Cellular Phone Service.....	250,000
28) HVAC Maintenance.....	125,000
29) Elevator Maintenance.....	25,000
30) Fire Alarm Maintenance.....	50,000
31) Copier Maintenance Service.....	25,000
32) Postage, Mailing Services, Equipment Lease/Maintenance.....	250,000
33) Rental and Laundry of Uniforms.....	35,000
34) Advertising.....	30,000



35) Printing Services.....	165,000
36) CRIS/LEADS Fees.....	20,000
37) Parking Citation Billing Service.....	30,000
38) Fireworks Display.....	40,000
39) Transportation Services.....	65,000
Sub-Total.....	\$14,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	30,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	40,000
9) Sign Shop-Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	30,000
11) Wastewater Treatment Chemicals.....	125,000
12) Tires and Road Service.....	85,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	40,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear - Public Works.....	20,000
17) Electrical Supplies.....	50,000
18) Hardware Supplies.....	45,000
19) Janitorial Supplies.....	30,000
20) Landscape Materials.....	30,000
21) Lumber Supplies.....	100,000
22) Plumbing Supplies.....	40,000
23) Pool Supplies - Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies.....	35,000
26) Purchase Uniforms & Gear - Safety Forces.....	75,000
27) Ammunition.....	30,000
28) Office Supplies.....	40,000
29) Computer Software.....	10,000
30) Computer Software.....	45,000
31) Communications Equipment.....	75,000
32) Paper Supplies.....	15,000
33) Lease Copier Equipment.....	35,000
34) Subscriptions/Publications.....	30,000
35) Refurbishment.....	200,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	30,000
Sub-Total.....	\$3,755,000
Total.....	\$20,315,000

shall be and is hereby amended to read:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500
3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	40,000
5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor/Manager/Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	75,000
12) Lakewood Jail Medical Services.....	50,000
13) Band Concerts.....	15,000
14) Municipal Engineering Consultant.....	80,000
15) Debt Insurance Costs.....	100,000
16) Integrated Wet Weather Plan Professional Services.....	750,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	500,000
Sub-Total.....	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB).....	115,000
2) Government Agreements (B&E/Ed/Pool).....	800,000
3) Financial Institution Service Charges.....	60,000
4) Electronic Payment Services.....	250,000
5) Property & Liability Insurance Contracts.....	500,000
6) Workers' Comp Stop Loss Insurance.....	90,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	8,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service.....	200,000
11) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	25,000
13) Disposal of Screenings and Grit (WWTP).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections - Condominiums.....	105,000
19) Biosolids Disposal.....	105,000
20) Roll-Off Box for Construction Debris.....	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service.....	25,000

23) Citywide Computer Hdwre Op. Sys., & Software Maint Contracts.....	\$50,000
24) Communications Services.....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	95,000
27) Cellular Phone Service.....	250,000
28) HVAC Maintenance.....	125,000
29) Elevator Maintenance.....	25,000
30) Fire Alarm Maintenance.....	50,000
31) Copier Maintenance Service.....	25,000
32) Postage, Mailing Services, Equipment Lease/Maintenance.....	250,000
33) Rental and Laundry of Uniforms.....	35,000
34) Advertising.....	30,000
35) Printing Services.....	165,000
36) CRIS/LEADS Fees.....	20,000
37) Parking Citation Billing Service.....	50,000
38) Fireworks Display.....	40,000
39) Transportation Services.....	65,000
40) Lakewood Hospital Demolition, Hazmat Abatement and Site Preparation.....	7,000,000
Sub-Total.....	\$21,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	40,000
9) Sign Shop Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	30,000
11) Wastewater Treatment Chemicals.....	125,000
12) Tires and Road Service.....	85,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	40,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear - Public Works.....	30,000
17) Electrical Supplies.....	45,000
18) Hardware Supplies.....	50,000
19) Janitorial Supplies.....	30,000
20) Landscape Materials.....	100,000
21) Lumber Supplies.....	40,000
22) Plumbing Supplies.....	45,000
23) Pool Supplies - Chemicals.....	130,000
24) Small Tools and Equipment.....	35,000
25) Prisoner Food Supplies.....	75,000
26) Purchase Uniforms & Gear - Safety Forces.....	30,000
27) Ammunition.....	40,000
28) Office Supplies.....	10,000
29) Computer Software.....	45,000
30) Communications Equipment.....	75,000
31) Paper Supplies.....	15,000

33) Lease Copier Equipment.....	\$35,000
34) Subscriptions/Publications.....	30,000
35) Refrestation.....	200,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	100,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	30,000
Sub-Total.....	\$3,755,000
Total.....	\$7,315,000

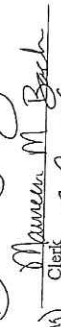
Section 2. Contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 7/2/18

  
President

  
Clerk

(HHS)

  
Mayor

Approved: July 6 2018



Building Code Enforcement;  
Childcare Scholarship Assistance Program;  
Cleveland Tenants Organization; Landlord Tenant Services;  
Commercial Property Revitalization (Storefront Renovation) Program;  
Cuyahoga County Planning Commission;  
Domestic Violence & Child Advocacy Center; Victim Advocacy Services;  
Economic Development Loan Fund;  
First Time Homebuyer Down Payment Assistance Program (CDBG & HOME);  
Greater Cleveland Regional Transit Authority;  
Home Improvement Grant Program (HIG);  
Home Investment Partnerships Program (HOME);  
Home Weatherization Assistance Program;  
Housing Research & Advocacy Center; Fair Housing Services;



LakewoodAlive: Housing Outreach & Point Rebate Programs;  
 Lakewood Community Services Center: Case Management Services, Emergency Shelter  
 Services, Employment Services, Food Pantry & Homelessness Prevention Programs;  
 Lakewood-SBA-Cuyahoga County Small Business Performance Grant Program;  
 Loan Servicing Fees: Low-Interest Loan, Nuisance Demolition, Nuisance Rehabilitation,  
 RAMP & Weatherization Programs;  
 Low-Interest Housing Rehabilitation Loan Program (LIL);  
 Neighborhood Stabilization Program (NSP): Acquisition, Rehabilitation & Demolition;  
 North Coast Health: Health Services;  
 Nuisance Demolition Program;  
 Nuisance Rehabilitation Program;  
 Property Revitalization Program; Acquisition, Rehabilitation, Marketing & Sale;  
 Public Infrastructure Improvements: Sidewalk Repair/Replacement, Street Resurfacing,  
 Streetscape Enhancements, Transit Waiting Environments & Water Main  
 Replacement & Park Improvements;  
 Repair Accessibility & Maintenance Program (RAMP);  
 SEED Small Business Loan Program: Loan Servicing Fees;  
 Senior Supportive Services.

shall be and is hereby amended to read:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law,  
 the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts in  
 accordance with the Administrative Code of the City of Lakewood, for the Division of Planning & Development,  
 contracts not to exceed the specified amounts shown, except as hereinafter provided:

#### Service Contracts \$4,400,000

Building Code Enforcement;  
 Childcare Scholarship Assistance Program;  
 Cleveland Tenants Organization: Landlord Tenant Services;  
 Commercial Property Revitalization (Storefront Renovation) Program;  
 Cuyahoga County Planning Commission;  
 Domestic Violence & Child Advocacy Center: Victim Advocacy Services;  
 Economic Development Loan Fund;  
 First Time Homebuyer Down Payment Assistance Program (CDBG & HOME);  
 Greater Cleveland Regional Transit Authority;  
 Home Investment Partnerships Program (HOME);  
 Home Weatherization Assistance Program;  
 Housing Research & Advocacy Center: Fair Housing Services;  
 LakewoodAlive: Housing Outreach & Point Rebate Programs;  
 Lakewood Community Services Center: Case Management Services, Emergency Shelter  
 Services, Employment Services, Food Pantry & Homelessness Prevention Programs;  
 Lakewood-SBA-Cuyahoga County Small Business Performance Grant Program;  
 Lakewood Small Business Grant Program  
 Loan Servicing Fees: Low-Interest Loan, Nuisance Demolition, Nuisance Rehabilitation,  
 RAMP & Weatherization Programs;  
 Low-Interest Housing Rehabilitation Loan Program (LIL);  
 Neighborhood Stabilization Program (NSP): Acquisition, Rehabilitation & Demolition;  
 North Coast Health: Health Services;  
 Nuisance Demolition Program;  
 Nuisance Rehabilitation Program;  
 Property Revitalization Program; Acquisition, Rehabilitation, Marketing & Sale;

Public Infrastructure Improvements: Sidewalk Repair/Replacement, Street Resurfacing,  
 Streetscape Enhancements, Transit Waiting Environments & Water Main  
 Replacement & Park Improvements;  
 Repair Accessibility & Maintenance Program (RAMP);  
 SEED Small Business Loan Program: Loan Servicing Fees;  
 Senior Supportive Services.

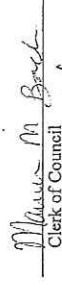
Section 2. The Mayor (Director of Public Safety), the Director of Public Works, the  
 Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized  
 and directed to enter into contracts as set forth above in amounts not to exceed the specified  
 amounts without further action from Council; and to enter into contracts in excess of specified  
 amounts only upon consent of Council evidenced by adoption of a resolution specifying the  
 authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning  
 and relating to the passage of this ordinance were adopted in an open meeting of this Council,  
 and that all such deliberations of this Council and of any of its committees that resulted in such  
 formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for  
 the immediate preservation of the public peace, property, health, safety and welfare in the City  
 and for the usual daily operation of the City for the reasons set forth and defined in the preamble,  
 and provided it receives the affirmative vote of at least two thirds of the members of Council, this  
 ordinance shall take effect and be in force immediately upon its adoption by the Council and  
 approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period  
 allowed by law.

Adopted: 7/16/18

  
 President of Council

  
 Clerk of Council

  
 Mayor

Approved: July 17, 2018

READ & REFERRED TO THE FINANCE COMMITTEE 11/20/17.  
SECOND READING 12/4/17.

ORDINANCE NO. 49-17

BY: Anderson, Bullock, Litten, Marx, Nowlin,  
O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the **Wastewater System and Treatment Improvement Program** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

#### BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

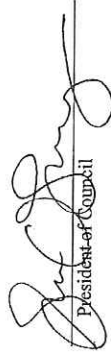
**Wastewater System and Treatment Improvement Program**      \$11,500,000

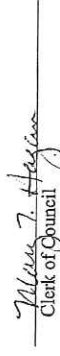
Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 18, 2017

  
President of Council

  
Clerk of Council

Approved: December 20, 2017

  
Mayor

RESOLUTION NO. 8937-17

BY: Anderson, Litten, Marx, Nowlin,  
O'Leary, O'Malley.

Adopted: July 17, 2017

A RESOLUTION to take effect immediately provided it receives the vote of at least five members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the Director of Public Works to enter into a design-build form of agreement for the design and construction of upgrades to the wastewater treatment plant with Kokosing Industrial in an amount not to exceed \$1,300,000.

WHEREAS, Lakewood identified Kokosing Industrial through a request for qualification process as the most qualified of the two qualifications received; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that the City wishes to create the design-build delivery model for this project so it may occur in 2015; now, therefore,

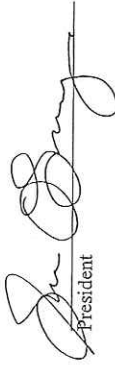
BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Director of Public Works to enter into a design-build form of agreement for the design and construction of upgrades to the wastewater treatment plant with Kokosing Industrial in an amount not to exceed \$1,300,000.

Section 2. Council hereby specifically approves the contract between the city of Lakewood and Kokosing Industrial in substantially the same form as is attached as Exhibit A.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this council, and that all such deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

  
President

  
Clerk

  
Mayor (Acting)

Approved: July 18, 2017



REFERRED TO THE PUBLIC WORKS COMMITTEE  
2/5/18.

RESOLUTION NO. 8986-18

BY: Anderson, Bullock, George, Litten,  
O'Leary, O'Malley.

A RESOLUTION to take effect immediately provided it receives the vote of at least two thirds of the members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the City of Lakewood to take all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant(s).

WHEREAS, Lakewood is a member of NOPEC and is eligible for one or more NOPEC Energized Community Grant(s) for 2018 (NEC Grant(s)) as provided for in the NEC Grant Program guidelines; and

WHEREAS, Lakewood wishes to enter into an agreement with NOPEC, Inc. to accept grant funds on an ongoing, annual basis; and

WHEREAS, Lakewood is eligible to receive \$6.00 per enrolled gas account and \$8.00 per enrolled electric account per year, totaling \$216,474.00 for 2018; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that entering into this grant agreement immediately will allow Lakewood to access the funds and begin qualifying projects; now, therefore,

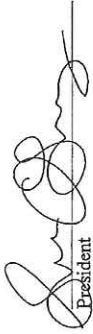
#### BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Council of the City of Lakewood hereby authorizes the Mayor to enter into any and all necessary agreements to accept the NEC Grant(s) for 2018 and to execute the grant agreement with NOPEC in substantially the same form as attached as Exhibit "A".

Section 2. It is found and determined that all formal actions of this council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: March 5, 2018

  
President

  
Clerk

  
Mayor

Approved: March 8, 2018

ORDINANCE NO. 53-17  
READ & REFERRED TO THE FINANCE COMMITTEE  
11/20/17. SECOND READING 12/4/17.

BY: Anderson, Bullock, Litten, Marx, Nowlin,  
O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for **Traffic Signs & Signals** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

#### BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

#### Traffic Signs & Signals

\$250,000

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.


Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 18, 2017

  
President of Council

  
Clerk of Council

  
Mayor

Approved: December 20, 2017